REMARKS

Following an in-person interview between the Examiner and Applicant's representative

on May 15, 2007, the Examiner was asked by Applicant's representative to formally enter

Applicant's proposed response discussed during the interview. In reviewing the USPTO's PAIR

system, Applicant's representative notes that although the Response was entered on May 15,

page 3 of the response is missing. Therefore, Applicant's representative hereby submits this

Resubmitted Response to Final Action Under 37 C.F.R. 1.116.

Claims 1, 5, 6 and 10-12 stand rejected under 35 U.S.C. §102(b) over Stephenson ('532).

Claims 4 and 10 stand rejected under 35 U.S.C. §103(a) over Stephenson in view of Broehl

(2002/0073821). For the following reasons, Applicant respectfully requests reconsideration.

First, Applicant maintains that the Examiner's interpretation of "chain" is overly broad

and unreasonable. Beginning with a functional definition, namely "a series of things linked,

connected, or associated together," the Examiner interprets this definition to an even broader

extent, that being "a series of locked things that are either linked, connected or associated

together so that the motion or operation of any part is constrained by another." Such a definition

is so all-inclusive that non-chain-like structures are being unfairly considered.

Applicant is not being his own lexicographer in this case, but instead, is relying on the

ordinary and customary definition of the word "chain." A reasonable definition is "a connected,

flexible series of links, typically of metal, used especially for holding objects together or

restraining or for transmitting mechanical power." (www.thefreedictionary.com/chain; first

definition, *see figure*). This definition is not only consistent with the ordinary and customary

meaning that would be given by a person of skill in the art, but it is also consistent with

Applicant's specification. *See*, for example, Figure 5A, which shows a set of interlocking chains, 502, 504, retaining one side edge of the film 500.

Even with the Examiner's unorthodox interpretation of the term "chain," the requirements under §102 of the statute have not been met. Anticipation may be established only when a single prior art reference discloses, expressly or under principles of inherency, each and every element of a claimed invention. RCA Corp. v. Applied Digital Data Systems, 730 F.2d 1440, 1444, 221 USPQ 385, 388 (Fed. Cir. 1984). Moreover, anticipation requires the presence of all elements of a claimed invention as arranged in the claim, such that a disclosure "that 'almost' meets that standard does not 'anticipate'." Connell v. Sears, Roebuck Co., 722 F.2d 1542, 1548, 220 USPQ 193, 198 (Fed. Cir. 1983).

Indeed, it is Applicant's position that the Stephenson patent meets *none* of the elements of independent claims 1 or 7. Claim 1 includes the limitation of "a roll of thin, flexible film having opposing side edges *to be used as a hand covering*. In other words, it is *the film itself* which is used as a hand covering. According to Stephenson, the film 10 is a backing sheet which is thrown away. The hand covering is the gloves 12, 23. Thus, this limitation is not met.

Claim 1 further includes the limitation of "a form configured to be grasped by a user *through the film* such that the film temporarily clings to the user's hand." Stephenson does not have a form configured to be grasped by a user *through the film*; rather, to the extent Stephenson even has a form, it is in front of the film. Indeed, whereas Applicant has two limitations in this regard, a flexible film to be used as a hand covering and a form configured to be grasped through the film, the Examiner is, essentially, saying that the glove 12, 23 of Stephenson meets both limitations, which it does not.

Claim 1 includes the further limitation of "a set of interlocking chains or opposing belts on either side of the housing to retain the side edges of the film as it moves through the dispenser …". While it is conceded that the word "either" can, at various times, be interpreted as one, the other, or "both," in this case, "either" clearly means *on both sides of the film*. The perforations 17 of Stephenson are only on one side. Note that Applicant's claims include a housing to receive a roll of thin, flexible film *having opposing side edges …*". From this, it is clear that right and left side edges are available. Further down the claim, note that the set of interlocking chains or opposing belts retains "*the side edges of the film.*" From this, it would be unambiguously clear that there must be a set of interlocking chains or belts on both sides of the housing to retain both side edges of the film as it moves through the dispenser. Stephenson doesn't teach or suggest this limitation either.

All of the arguments above with respect to claim 1 apply equally well to independent claim 7 with the additional limitation of an adhesive surface also not being met by the Stephenson reference. Claim 7 includes the limitation of "a form configured to be grasped by a user through the film with the adhesive surface facing outwardly such that the film temporarily adheres to the user's hand." In Stephenson, while there is a dot of adhesive 25, it is used to attach a glove to the film, which never clings to a user's hand, whether temporarily or permanently. Although a strained argument could be made that the small area of adhesive "faces outwardly," it could also be said that it "faces inwardly," and that it is not facing in any direction at all because it is being used to hold the glove onto the backing sheet. Thus, Stephenson has no available adhesive and this limitation is not met.

Based upon the foregoing, Applicant respectfully requests further consideration.

Dated: June 4, 2007   Respectfully submitted,

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